

STATE OF SOUTH CAROLINA

COUNTY OF

Deena L. & Scott Bettencourt,

Plaintiff(s)

vs.

Mary R. Ward,

Defendants(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2010-CP-23- 2204

(Please Print)

SC Bar #: 1218

Submitted By: Robert C. Childs, III

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Other:

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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☒ JURY TRIAL demanded in complaint ☐ NON-JURY TRIAL demanded in complaint
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|--|---|
| Contracts
<input type="checkbox"/> Constructions (100)
<input type="checkbox"/> Debt Collection (110)
<input type="checkbox"/> Employment (120)
<input type="checkbox"/> General (130)
<input type="checkbox"/> Breach of Contract (140)
<input type="checkbox"/> Other (199) | Torts - Professional Malpractice
<input type="checkbox"/> Dental Malpractice (200)
<input type="checkbox"/> Legal Malpractice (210)
<input type="checkbox"/> Medical Malpractice (220)
<input type="checkbox"/> Notice/File Med Mal (230)
<input type="checkbox"/> Other (299) | Torts - Personal Injury
<input type="checkbox"/> Assault/Slander/Libel (300)
<input type="checkbox"/> Conversion (310)
<input checked="" type="checkbox"/> Motor Vehicle Accident (320)
<input type="checkbox"/> Premises Liability (330)
<input type="checkbox"/> Products Liability (340)
<input type="checkbox"/> Personal Injury (350)
<input type="checkbox"/> Wrongful Death (360)
<input type="checkbox"/> Other (399) | Real Property
<input type="checkbox"/> Claim & Delivery (400)
<input type="checkbox"/> Condemnation (410)
<input type="checkbox"/> Foreclosure (420)
<input type="checkbox"/> Mechanic's Lien (430)
<input type="checkbox"/> Partition (440)
<input type="checkbox"/> Possession (450)
<input type="checkbox"/> Building Code Violation (460)
<input type="checkbox"/> Other (499) |
| Inmate Petitions
<input type="checkbox"/> PCR (500)
<input type="checkbox"/> Mandamus (520)
<input type="checkbox"/> Habeas Corpus (530)
<input type="checkbox"/> Other (599) | Judgments/Settlements
<input type="checkbox"/> Death Settlement (700)
<input type="checkbox"/> Foreign Judgment (710)
<input type="checkbox"/> Magistrate's Judgment (720)
<input type="checkbox"/> Minor Settlement (730)
<input type="checkbox"/> Transcript Judgment (740)
<input type="checkbox"/> Lis Pendens (750)
<input type="checkbox"/> Other (799) | Administrative Law/Relief
<input type="checkbox"/> Reinstate Driver's License (800)
<input type="checkbox"/> Judicial Review (810)
<input type="checkbox"/> Relief (820)
<input type="checkbox"/> Permanent Injunction (830)
<input type="checkbox"/> Forfeiture-Petition (840)
<input type="checkbox"/> Forfeiture-Consent Order (850)
<input type="checkbox"/> Other (899) | Appeals
<input type="checkbox"/> Arbitration (900)
<input type="checkbox"/> Magistrate-Civil (910)
<input type="checkbox"/> Magistrate-Criminal (920)
<input type="checkbox"/> Municipal (930)
<input type="checkbox"/> Probate Court (940)
<input type="checkbox"/> SCDOT (950)
<input type="checkbox"/> Worker's Comp (960)
<input type="checkbox"/> Zoning Board (970)
<input type="checkbox"/> Administrative Law Judge (980)
<input type="checkbox"/> Public Service Commission (990)
<input type="checkbox"/> Employment Security Com (991)
<input type="checkbox"/> Other (999) |
| Special/ Complex /Other
<input type="checkbox"/> Environmental (600)
<input type="checkbox"/> Automobile Arb. (610)
<input type="checkbox"/> Medical (620)
<input type="checkbox"/> Other (699) | <input type="checkbox"/> Pharmaceuticals (630)
<input type="checkbox"/> Unfair Trade Practices (650)
<input type="checkbox"/> Out-of-State Depositions (650)
<input type="checkbox"/> Sexual Predator (510) | | |

Submitting Party Signature: _____

Date: 3-11-16

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann § 15-36-10 et. seq.

STATE OF SOUTH CAROLINA,)

COUNTY OF GREENVILLE)

DEENA L. BETTENCOURT AND
SCOTT BETTENCOURT)

Plaintiff,)

vs.)

MARY R. WARD)

Defendant.)

IN THE COURT OF COMMON PLEAS

SUMMONS

FILE NO. 2010-CP-23-2204

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to this complaint upon the subscriber, at the address shown below, within thirty (30) days after service hereof, exclusive of the day of such service, and if you fail to answer the complaint, judgment by default will be rendered against you for the relief demanded in the complaint.

GREENVILLE, South Carolina

Dated: April 12, 2010



Plaintiff/Attorney for Plaintiff

Address: 306A MILLS AVE., GREENVILLE SC 29605

STATE OF SOUTH CAROLINA)	
)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)	THIRTEENTH JUDICIAL CIRCUIT
Deena L. & Scott Bettencourt,)	C. A. No.: 2010-CP-23-
Plaintiff,)	
)	
v.)	COMPLAINT
)	(Jury Trial Requested)
Mary R. Ward,)	
Defendant.)	

The Plaintiffs, complaining of the Defendant above named, would respectfully show unto the Court as follows:

1. Plaintiffs are citizens and residents of the County of Greenville, State of South Carolina.
2. Plaintiffs are wife and husband, having been married on the ____ day of _____, 19__.
3. Upon information and believe, Defendant is a citizen and resident of the County of Greenville, State of South Carolina and on September 4, 2008 was the owner of a 1996 with vehicle identification number N4FT7856TL288071.
4. On September 4, 2008, Plaintiff Deena L. Bettencourt was operating a leased 2009 Toyota with vehicle identification number JTEGW21A170021994 in a northerly direction on Augusta Street in the County of Greenville at proximately 2:15 p.m. in the afternoon.
5. At approximately the same time, the Defendant was traveling in the same direction on Augusta Street, following Plaintiff Deena L. Bettencourt in the same lane of travel as Plaintiff Deena L. Bettencourt.
6. As Plaintiff Deena L. Bettencourt approached the intersection of Augusta Place Street, she stopped to turn left onto Augusta Place Street and the Defendant violently struck

Plaintiff Deena L. Bettencourt's vehicle, knocking Plaintiff Deena L. Bettencourt's vehicle across the intersection and into oncoming traffic.

7. As a direct and proximate result thereof, Plaintiff Deena L. Bettencourt was violently thrown about the vehicle causing injuries to her person and psyche, which has and will continue to cause her to incur medical and medical related expenses, physical impairment, a loss of earnings and earning capacity, and to suffer great mental pain, anguish, and suffering.
8. Plaintiffs also suffered depreciation of their leased vehicle and costs for towing and repair of the vehicle.
9. As a further direct and proximate result thereof, Plaintiff Scott Bettencourt has and will suffer the loss of the care, comfort, companionship, and assistance of his wife.
10. Defendant was willful, wanton, reckless, careless, negligent, and/or grossly negligent in the following and other particulars to wit:
 - a. following Plaintiff's vehicle too closely;
 - b. driving too fast for conditions;
 - c. driving in excess of the speed limit;
 - d. failing to keep a proper lookout;
 - e. failing to properly slow her vehicle;
 - f. driving while distracted; and
 - g. failing to do such other and further things as a reasonably prudent person would have done under the circumstances then and there existing.
11. Said acts being in violation of the statutory and common laws of the State of South Carolina.

12. As a direct and proximate result thereof, Plaintiffs suffered the damaged alleged herein.
13. Plaintiffs are informed and believe that they are entitled to judgment against Defendant for actual and punitive damages in an amount to be determined by a jury.

WHEREFORE, having fully plead, Plaintiffs pray for the following:

1. A jury trial on all issues to triable.
2. For judgment against Defendant for actual and punitive damages in an amount to be determined by a jury.
3. For such other and further relief as the court deems just and proper.



Robert C. Childs, III, #1218
Attorney for Plaintiffs
2100 Poinsett Hwy, Suite E
Greenville, SC 29609
(864) 242-9997
Fax (864) 242-9914

Greenville, South Carolina

Date: 3-10-10

ACORD CERTIFICATE OF LIABILITY INSURANCE

6/1/2009

DATE (MM/DD/YYYY)
6/2/2008

PRODUCER Lockton Companies, LLC-I Atlanta
3280 Peachtree Road NE, Suite 800
Atlanta 30305
(404) 460-3600

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED One World Technologies, Inc./
1060386 Ryobi Technologies, Inc.
1428 Pearman Dairy Road
Anderson SC 29622

INSURERS AFFORDING COVERAGE**NAIC #**

INSURER A: National Union Fire Ins Co Pittsburgh PA

19445

INSURER B: American Home Assurance Company

19380

INSURER C: American International Group

0

INSURER D:

INSURER E:

COVERAGES TECN05 E9

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S) AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL LTR INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	GL 7219103	6/1/2008	6/1/2009	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COMP/OP AGG \$ 7,500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA 9804302	6/1/2008	6/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC \$ XXXXXXXX AUTO ONLY: AGG \$ XXXXXXXX
B	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> UMBRELLA FORM RETENTION \$	65751 9003	6/1/2008	6/1/2009	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below No	WC972 7343	6/1/2008	6/1/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	OTHER Property "Special Form" Replacement Cost	TBD	6/1/2008	6/1/2009	Limits: Blanket - \$300,000,000 Per Occurrence Deductible: \$250,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

"CLIENT IS SELF-INSURED FOR PHYSICAL DAMAGE" CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AND LOSS PAYEE IN REFERENCE TO THE ATTACHED VEHICLE SCHEDULE.

CERTIFICATE HOLDER

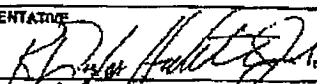
1921490

LEASEPLAN USA
1165 SANCTUARY PKWY
ALPHARETTA GA 30004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2001/08)

For questions regarding this Certificate, contact the member listed in the "Producer" section above and specify the client code "TECN05".

ACORD CORPORATION 1988